

Terms of Service

This Agreement between the Customer and MH Design shall remain in effect between the parties unless otherwise canceled or modified by either party in accordance with the terms and conditions set forth herein.

Termination

Either party may terminate this Agreement without cause upon written notice to the other party.

In the event that MH Design elects to terminate Customer as a result of its improper acts and breach of the terms and conditions contained herein, Customer shall not be entitled to a refund of the balance.

Liability

Customer agrees that MH Design shall have no liability for the services, data or information provided to the public on the Internet including but not limited to any liability for consequential, indirect, special or incidental damages, regardless of the success or effectiveness of other remedies.

Customer further agrees that MH Design shall not be liable for any damages or losses sustained by Customer for business or other activities conducted on the Internet including but not limited to consequential, indirect, special or incidental damages.

Customer agrees that it shall not hold MH Design liable for any loss of business, lost opportunity, consequential, indirect, special or incidental damages as a result of any interruption in service.

MH Design is not liable for backups of any hosted data. MH Design has made every reasonable attempt to protect the security and integrity of Customer's data but offers no warranty as to the ability to restore any data in the event of a server failure.

Customer shall hold MH Design harmless and shall indemnify in full MH Design from any liability as described in this paragraph.

IN NO EVENT SHALL MH DESIGN'S LIABILITY EXCEED THE TOTAL VALUE PAID TO MH DESIGN BY CUSTOMER.

Representation and/or Warranties

MH Design makes no representations and cannot guarantee that Customer's domain name does not infringe upon any trademarks, trade names, service marks or other proprietary rights owned by a third party. Customer shall not hold MH Design liable for any damages, injuries or losses incurred by Customer as a result of any action instituted by a third party.

Backups and Data Loss

MH Design contracts hosting services to other service providers who may or not may not conduct regular backups of data.

Data loss is an inherent risk with computer storage. MH Design assumes no liability for lost content in the event a hardware or system failure occurs and data maintained on the effected servers cannot be recovered.

AT NO TIME SHALL MH DESIGN ASSUME ANY LIABILITY FOR LOST CUSTOMER DATA.

Security

Customer understands that the Internet and other various networking communications can be insecure.

Applicable Laws

Customer will ensure that its use of the Internet and any service provided by MH Design to it complies with all applicable federal, state and local laws and regulations, including but not limited to all laws pertaining to copyright, trademark, proprietary information, intellectual property rights, defamation, tortuous interference with business, invasion of privacy, and pornography. In the event that Customer violates this provision, MH Design shall have the right to consider same a breach of this Agreement by customer which shall entitle MH Design to terminate Customer immediately without prior notice.

It shall be within the sole discretion of MH Design to deem material as inappropriate.

Integrity of Information

Customer is solely responsible for validating the integrity of the information and data it receives or transmits over the Internet.

Account Security

Customer shall be solely responsible for protecting the security of any communications related to services provided by MH Design. Customer's billing and contact information will be considered private information and shall not be disseminated or in any other manner disclosed and/or transferred to third parties. MH Design shall not be liable for any breach of security caused by Customer or third parties.

IN NO EVENT SHALL MH DESIGN LIABILITY EXCEED THE TOTAL COST OF THIS CONTRACT BETWEEN MH DESIGN AND CUSTOMER.

MH Design will use its best efforts to maintain the integrity and security of any Customer passwords.

Domain Name Ownership

Customer understands that any domain names registered in relation to services provided by MH Design will be owned solely by MH Design and will only be transferred to a third party upon receiving written notice from Customer.

E-mail Services

Any E-mail services provided by MH Design are available only for Customer. Unauthorized use of the mail services is prohibited. MH Design does not backup any data related to E-mail services. Customers use any E-mail services provided by MH Design at their own risk.

Bandwidth Usage

MH Design reserves the right to review and limit bandwidth on any hosting services exceeding reasonable monthly usage or usage over and above the bandwidth limit imposed on MH Design by its service provider, currently 30 GB per month. Customers exceeding such usage will be billed for any costs charged to MH Design in relation to this additional bandwidth.

Account Ownership

The billing contact, as registered with MH Design is considered to be the account owner, both of all hosted data and all registered domain names related to the account. MH Design will not transfer ownership, content, or access to any other party without written consent of the registered Account Owner.

Legal Action

Customer agrees to indemnify and hold MH Design harmless in any legal action which arises as a result of Customer's use of MH Design services, without limitation or exception including, but not limited to any action brought against Customer by a third party.

Jurisdiction and Governing Law

This Agreement shall be governed by the laws of the State of California and jurisdiction shall lie within the State of California. CUSTOMER HEREBY CONSENTS TO SUBMIT TO THE JURISDICTION OF THE STATE OF CALIFORNIA.

Headings

Headings in this Agreement are for convenience only and shall not be used to interpret or construe these provisions.

Modification

The terms and conditions of this Agreement may be modified at the discretion of MH Design with 30 days notice to Customer.

Entire Agreement

This Agreement supersedes all Agreements previously made between the parties pertaining to the subject matter of this Agreement. There are no other understandings or Agreements.

Failure to properly notify MH Design via e-mail, telephone or regular mail of disagreement with the above terms and conditions will constitute Customer's acceptance of same.

Renewal

Customer's failure to properly notify MH Design of its objections to any of the terms and conditions set forth herein shall constitute Customer's acceptance of same.

This Agreement shall automatically renew itself unless otherwise canceled or terminated by either party in accordance with the notice provision set forth herein.

In the event this Agreement is automatically renewed, Customer agrees to be bound by the Terms and Conditions currently in effect. Current Terms and Conditions may be viewed at www.markhowison.com.